

J. W. NYE.

[To accompany Bill H. R. No. 630.]

APRIL 13, 1860.

Mr. CARTER, from the Committee for the District of Columbia, made the following

REPORT.

The Committee for the District of Columbia, to whom was referred the memorial of the Rev. Mr. Hildt, district attorney, mayor, aldermen, members of the common council, and one hundred and thirty-eight citizens of Washington, D. C., praying an examination and settlement of three several claims of J. W. Nye against the government; one of which was for furnishing horses and carryalls, and keeping them in readiness for the service of the House of Representatives for the 28th Congress, submit the following report:

That on the 5th day of January, 1844, the postmaster of the House of Representatives entered into a contract with J. W. Nye to furnish for the use of said House for the 28th Congress three horses and carryalls, and keep them in readiness for the service of the House. Said horses and carryalls were not to be driven by Nye, or by any one under his control, but by those in the service of the House and under the control of the postmaster. All that was required of Nye was to feed the horses and keep them for the service of the House whenever required. The postmaster likewise contracted with Nye to haul all the boxes and other articles wanted by or for the House for that Congress. After this contract had been duly signed by the respective parties, it was by the House referred to the Committee on Accounts for their examination, who unanimously approved the same as being in conformity to the law authorizing the postmaster to contract with some person to furnish property for this service. Shortly after Nye had furnished this property, and they were performing the service, the postmaster requested Nye to give up the hauling to a colored man without any remuneration therefor. Mr. Nye refused to annul this part of the contract, believing it to be the best of it. On Nye's refusal, the postmaster told him that he should make *nothing* by the contract. Nye replied that he had it in *writing*, and would abide by it; to which the postmaster replied, if Nye had it in *writing*, that he, the postmaster, could manage it so that Nye could make nothing by it. Soon after this the drivers, with the exception of Mr. Henry, commenced

driving this property in the most abusive and destructive manner. They were in the habit of taking a number of young men into the carryall; one take the lines and another the whip, and drive the horse at his utmost speed. Small boys, and those unacquainted with the management of horses, were allowed to drive them. One driver used frequently to come in after twelve o'clock at night so *drunk* that he would have to be taken out of the carryall and carried home. The horses and carryalls were frequently left standing out late at night without being fastened, and ran away and broke the carryall and harness to pieces. A respectable merchant of this city met one of these messengers driving one of Nye's horses and carryalls into Georgetown with two or three young men with him in the carryall, with the horse in a full run, covered with foam. Seeing him soon after, he told him he ought not to drive in that manner, that he would *certainly* kill the horse; to which he replied, "that was *no* matter; that he could have a *fresh* horse whenever he wanted; and in all probability it would be but a few days before they would have some *other* person to furnish the property."

Nye frequently remonstrated with the postmaster, both verbally and in writing, of the destructive manner in which those under his control were using this property, to which not the least attention was paid by the postmaster, as sworn to by his assistant postmaster. The assistant postmaster also states, under oath, that the postmaster declared that he would take the contract from Nye if he could, and that Nye should have nothing to do about the Capitol, if he could prevent it, without giving any reason why. There does not appear, from any of the testimony, that Nye ever gave the *least* cause for this hostility to him. One of the postmaster's messengers, and one of his own witnesses, (Mr. Henry,) and his assistant postmaster both state, under oath, that they never heard Mr. Nye utter a disrespectful word to the postmaster or to any one about the Capitol. They also stated that Mr. Nye treated them with *great* kindness; that he and his son gave them their services for *one* month, assisting them in their office and learning them their routes, and carrying their mails, the postmaster and his assistants being entirely unacquainted with the business; and for this month's service Mr. Nye or his son never received or asked any remuneration.

The rapidity with which this property was destroyed is almost surpassing belief. *Three* horses were injured so that they died soon after; others rendered entirely worthless, and eight others crippled so as to be unfit for service for months, and others hired in their places. Three sets of harness and one carryall were destroyed and the others very much injured. Had this property been driven in a proper manner, *three* horses would have been sufficient for the use of the carryalls for the whole Congress; but in consequence of the destructive manner in which they were driven, in addition to the *five* he owned when he took the contract and *seven* he purchased, which were all used in that work, he was compelled to *hire* large numbers by the *day* to perform the work. Mr. Henry, one of the messengers who drove one of these horses and carryalls, stated, under oath, before the Committee for the District of Columbia, (34th Congress,) that, had the horses been

properly driven, the work would not have hurt them in the least; that he had one that had been in constant service in that work *eight* years, and was then in as good condition as when first put on the work.

Shortly after the commencement of the second session of that Congress, Nye received a letter from the postmaster, informing him that his property would be no longer used in the service of the House. Nye then sent a letter to the postmaster, and another to the chairman of the Committee on Accounts, that the property he had contracted to furnish for the use of the House was on hand, in good order, and ready at *all* times to perform said service, and that he should demand and expect pay for their services according to the terms of the contract.

This work was then performed by property owned by John Lee, while Nye's property stood idle, unemployed, ready to perform the service of the House; he neither using it himself, nor permitting any one else to use it, except in the service of the House. The postmaster's messengers were then allowed fifty cents per day each *extra* compensation, free from expense or any *extra* service, as long as they could prevent Nye's horses performing the service and have it done by Lee's, as sworn to by one of the messengers and one of the postmaster's *own* witnesses; and then these same messengers were brought forward by the postmaster to swear away Nye's contract. The Committee on Accounts were directed by the House to inquire into the refusal of the postmaster to allow Nye's property to perform the work. On the committee's calling on the postmaster for the reason for this refusal he informed them that what caused the first difficulty between him and Nye was, that Nye purchased all his feed for his horses on a month's credit, promising to pay when the money was drawn for their work; that when it was drawn Nye refused to pay; they warranted him, and he set them at defiance; which being denied by Nye, the committee sent for the man who furnished the feed, and he stated under oath that he furnished Nye all his feed after he got the contract, and that Nye paid him punctually and honorably, and that he never warranted him; and yet, it is in evidence that after this charge was proven untrue the postmaster repeated it to others.

This charge, and the insufficiency of the property, were all the postmaster made *openly* in his defence. The committee examined a large number of witnesses under oath in regard to the property furnished by Nye. It was proven to be as good as could be procured in the city, and the best ever employed in that service. One of them was considered worth more than all *three* furnished by Lee. After examining a large number of witnesses in regard to this property, the committee had it taken to the Capitol, and they went out and examined it for themselves, and they decided that it was *sufficiently good*. They then examined two men who assisted in taking care of this property, and who took them to the Capitol for the examination of the committee, to ascertain whether it was the same property that was in the service of the House while Nye furnished the property; and they stated under oath that it was the same that was in the service of the House the last day Nye's property were allowed to perform the service. During the 33d Congress this carryall contract was be-

fore the Committee of Claims of the House, and in order to do away the effect of the decision of the Committee on Accounts, that the property was sufficiently good, the postmaster presented to that committee a written statement, sworn to before a magistrate, stating that Nye *imposed* on the Committee on Accounts by presenting them different and better horses than were in the service of the House while his property were doing that work. In addition to the testimony of the two men examined by the Committee on Accounts, Nye presented his own evidence under oath, and three other disinterested witnesses who were present when the committee examined the property, that there was not a horse there for the examination of the committee that was not in the service of the House while Nye's horses were doing the work. The postmaster has presented no testimony whatever in support of his affidavit. At the termination of this contract there was due to Nye, according to the terms of his contract for hauling and for furnishing horses and carryalls, \$1,979 84, of which he has since received \$525; and for 853 days of extra horses to supply the place of those crippled by the wilful abuse of those in the service of the House, which, at his contract price, \$1 70 per day, amounts to \$1,450 10; and for horses killed or ruined, \$775; three sets of harness destroyed, \$25 each, \$75; and for loss by destruction and injury of carryalls, \$270.

In consequence of the great destruction of this property, and to enable him to comply with his contract, and have horses, &c., ready at all times when required, Nye was compelled to contract debts to the amount of \$771, for the payment of which, at the termination of his contract, he had property sacrificed under the hammer worth at least \$2,150, making a loss to him of \$1,379.

Had Nye, at the termination of his contract, received the \$1,979 84, justly his due from the House, he could have paid this \$771, and would have had \$1,208 84 left to help him in his business, without disposing of any of his property. Previous to and at the time Nye took this contract, he was doing a good business, keeping a livery stable and running hacks, and his family were living as well as any family in Washington city; but by the failure of the House to pay him his just due, all his property, horses, carriages, furniture, and everything he possessed, were sacrificed under the hammer for debts contracted in doing this work for the House, his business entirely broken up and he and his large family, (nine in number,) in extreme and long-continued sickness, left entirely destitute of any means of support except what his son, in feeble health, could earn until he was struck down by consumption; and then all the support they had was what his oldest daughter, (18 years of age,) could earn in a printing office, until she was struck down by the same disease as her brother was, and then her younger sister took her place in the printing office, who has since been consigned to the silent grave; and the whole family, in consequence of the destruction of his property by those in the service of the House, and the failure of the House to comply with the terms of said contract, have passed through scenes of suffering and distress which the heart sickens to contemplate. In addition to the amount due under the contract, Nye claims that he is *justly* and

equitably entitled to receive from the government what he can show what his business, which he was then doing, was worth per annum over and above his necessary expenditures in its performance, from the time his business was broken up by the non-performance of the contract on the part of the House until they pay him the amount then justly due. But as he has presented no testimony in regard to the worth of that business, the committee have not taken that into consideration.

It appears from the testimony that Mr. Nye faithfully complied with the terms of his contract, and the committee consider him *justly* and *equitably* entitled to receive the amount due for hauling boxes and furnishing horses and carryalls, and damage to property, amounting to \$5,568 44, deducting the sum of \$525 already received, and they accordingly report a bill for his relief, and earnestly recommend its passage. All of which they submit.

